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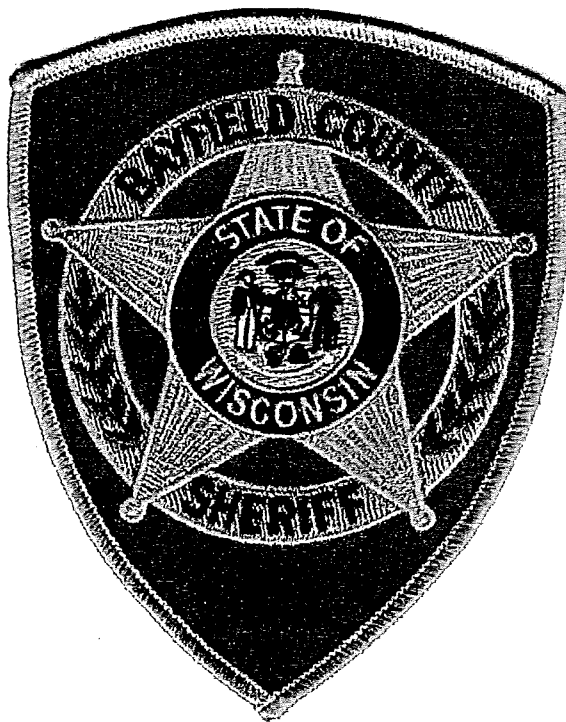
BAYFIELD COUNTY DEPUTY SHERIFF'S LOCAL 216

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

And

BAYFIELD COUNTY



January 1, 2017 through December 31, 2017

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WORKING AGREEMENT

BAYFIELD COUNTY, hereinafter referred to as the "Employer", and the **Bayfield County Deputy Sheriff's Association of the Wisconsin Professional Police Association, Law Enforcement Employee Relations Division**, representing regular employees in those classifications covered by this Agreement, hereinafter referred to as the "Association", agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto. It is agreed and understood that the Employer is a municipality representing the electors and taxpayers of Bayfield County.

Terms and Relations. This Agreement is intended to secure proper employment terms and conditions of said Employer, and to advance friendly relations between the Employer and the employees. Both the Employer and the employees agree to carry it out fairly. It is intended that this Agreement will work for the mutual advantage of the employees and the Employer and the electors and taxpayers of Bayfield County.

ARTICLE I

Recognition, Representation, Fair Share

A. **Recognition.**

The Employer agrees to and does hereby recognize the Bayfield County Deputy Sheriff's Association, and those persons authorized to and acting on behalf of said labor association. Specifically excluded from these classifications are Civilian Communications Operators and Jail employees. Supervisory, confidential, and administrative employees are also excluded as provided by Wisconsin Statute 111.70. The Association shall be sole representative of employees in the bargaining unit set forth above.

B. **Representation.**

1. The Employer shall be represented by such person and/or committee as the Employer may deem desirable.
2. The Association shall be represented by a bargaining committee of its choosing, consisting three members.

C. **Fair Share.**

1. **Representation:** The Association, as exclusive representative of all of the employees in the bargaining unit, shall represent all such employees, both union and non-union, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the costs of such representation as set forth in this Article.
2. **Membership:** No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply, consistent with the constitution and bylaws of the Association. No employee shall be denied membership on the basis of race, creed, color, sex, handicap, age or national origin.
3. **Dues Deduction:** The Employer shall deduct an amount certified by the treasurer of the Local as the uniform dues required of all Association members, or a fair share service fee as established and certified by the Association, consistent with Section 111.70 of the Wisconsin Statutes, subject to the provisions of Subsections (a) and (b) below. With respect to newly hired employees, such deductions shall commence the first day of the first full month following the employee's date of hire.
4. **Administration.** The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the treasurer of the Local within the month in which such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the treasurer of the Local at least thirty (30) days prior to the effective date of such change. The Employer shall not be required to submit any amount to the Association under the provisions of this Agreement on behalf of employees otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.
5. **Dues Deduction:** In the event that a fair share agreement becomes invalid, the Employer agrees to deduct each month dues from those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the treasurer of the Association, and the aggregate deductions from all employees shall be forwarded to the treasurer of the Local, along with an itemized statement of the employees from whom such deductions were made. Any change in the amount to be deducted shall be certified to the Employer by the treasurer of the Association at least thirty (30) days prior to the effective date of such change.

6. The Union does hereby indemnify and shall save the County harmless against any and all claims, demands, suits, or other forms of liability including court costs and attorney fees that shall arise out of or by reason of action taken, or not taken, by the County, which County action or non-action is in compliance with this agreement, and in reliance on any lists or certificates which have been furnished to the County pursuant to this article provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the County from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

ARTICLE II

Union Business

- A. **Individual Agreement.** The Employer recognizes the Association as the sole and exclusive bargaining agent for all members of the bargaining unit, and agrees not to enter into any contract or agreement with his/her employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- B. **Steward.** The Employer recognizes the right of the Association to designate a steward to handle such Association Business as may from time to time be delegated by the steward or by the Association. The steward shall suffer no loss of pay while conducting Association business during his/her normal working hours.
- C. **Association Business.** Except for the steward, who shall be afforded the opportunity to conduct Association business without loss of pay, all Association business shall be conducted at times other than working hours, if possible. The Association agrees in good faith not to use this clause in an excessive manner.
- D. **Negotiations.** Members of the Association collective bargaining committee shall not lose any pay from normal working hours spent in bargaining.
- E. **Union Meetings.** Attendance at Union meetings during work shifts is allowed, but employees will not be paid for such time, with the exception of the Union Steward and time spent by the Union's Bargaining Committee in negotiations.

ARTICLE III
Discipline, Dismissal Or Suspension

- A. The parties recognize the authority of the Employer to discipline, discharge or take other appropriate disciplinary action against employees for just cause.
- B. The following shall be the sequence of disciplinary action:
 - 1. Oral Reprimands;
 - 2. Written Reprimands;
 - 3. Suspension;
 - 4. Discharge.

The above sequence of disciplinary action need not apply in case where the infraction is considered just cause for immediate suspension or discharge.

- C. If any disciplinary action is taken against an employee, both the employee and the Association will receive copies of this disciplinary action.
- D. Should the Association present a grievance in connection with the discipline, dismissal or suspension of an employee within ten (10) days of such discipline, dismissal or suspension to the Personnel Committee, the discipline, dismissal or suspension shall be reviewed under the terms of the grievance procedure as specified in Article IV. This provision does not apply to probationary employees.

ARTICLE IV
Grievance Procedure

- A. For the purpose of this Agreement, a grievance is defined as a complaint regarding the interpretation or application of a specific provision of this Agreement. The Employer agrees that the rules, regulations, and policies of the Bayfield County Sheriff's Department that relate to wages, hours and conditions of employment shall be subject to the grievance procedure.

For grievances involving the review of a suspension, a demotion, or a dismissal, the affected employee shall have the option of having the disciplinary action reviewed under the grievance procedure set forth in this Article or under the procedures set forth in §59.26, Wis. Stat., but not both.

- B. If any employee or group of employees wishes to present a grievance, it is understood and agreed that he/she or they have the right to present such grievances and attempt to have such grievances adjusted.

The following procedure shall apply where employees wish to present a grievance:

STEP 1 - The aggrieved employee shall present his/her grievance in writing to the Chief Deputy within ten (10) days following the day when the employee knew or should have known of the event giving rise to the grievance. The written grievance shall indicate the specific provision of the contract alleged to have been violated, the facts upon which the grievance is based and the specific remedy sought and must be signed by the aggrieved employee and the Union Steward. The Chief Deputy will provide the grievant a written answer within five (5) days of receipt of the grievance and shall forward copies to the Sheriff and Chair of the Law Enforcement Committee. The employee may have a Union representative present for the presentation of the grievance should he/she so desire.

STEP 2 - If the Chief Deputy's answer in Step 1 above does not resolve the grievance, it may be submitted in writing to the Sheriff within five (5) working days next following the receipt of the Step 1 answer. The grievant may have a union representative present for the presentation of the grievance at this step should he/she so desire. Within ten (10) days following the receipt of the grievance in this step, the Sheriff shall meet with the aggrieved employee, the Union President and the Chief Deputy. The Sheriff will answer the grievance in writing within five (5) days after the second step meeting. A copy of the Sheriff's answer will be forwarded to the Sheriff's Committee Chairman.

STEP 3 - If the answer given by the Sheriff in Step 2 does not resolve the matter, the grievant may appeal the grievance to the Personnel Committee within five (5) days of receipt of the answer at Step 2. The Personnel Committee shall meet within thirty (30) days to hear the grievance and shall respond to the grievance in writing within ten (10) days of the hearing.

STEP 4 - If the grievance remains unresolved after Step 3, the grievant may, within fifteen (15) days following receipt of the Step 3 answer, notify the Employer of its intent to arbitrate said dispute. The parties shall confer and attempt to agree on an arbitrator to hear the dispute. Should the parties fail to agree on an arbitrator, they may jointly or individually petition the Wisconsin Employment Relations Commission (WERC) to appoint an impartial arbitrator from its staff to hear the grievance and render a decision in the matter.

1. The decision of the arbitrator shall be in writing and shall set forth his/her opinions and conclusions on the issues submitted to her/him, in writing, and/or at the hearing.
2. The decision of the arbitrator shall be binding for both parties, shall be final, and is limited to terms and conditions set forth in this Agreement.
3. The arbitrator shall not have any authority to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

C. **Procedure.**

1. **Time Limits.** Time limits contained herein may only be modified by mutual written agreement of the parties. If the Employer fails to respond to a grievance in a timely manner, the grievant may proceed to the next step of the procedure. If the grievant fails to advance a grievance to the next step in a timely manner, the grievance shall be considered as withdrawn. Saturdays, Sundays and legal holidays shall be excluded in computing the time limits under this Article. Time spent processing grievances shall be deferred to non-working hours whenever possible. In the event of a grievance, the grievant shall continue to perform his/her assigned tasks and grieve the complaint later.
2. **Steps:** By mutual agreement between the County and the Union, depending on the issue involved, a grievance may be filed directly into the second or third step of the grievance procedure.
3. **Form.** The written grievance shall give a clear and concise statement of the alleged grievance including the facts on which the grievance is based, the issue involved, or the specific section(s) of the collective bargaining agreement alleged to have been violated, and the relief sought.
4. **Costs.** At each step, each party shall pay the costs for its representation and witnesses.

ARTICLE V
Union Management Relations

- A. **Vested Rights of Management.** The right to employ, to promote, to transfer, discipline and discharge employees and the management of the property and equipment of the Employer are reserved by and shall be vested exclusively in the Bayfield County Board of Supervisors and/or designees. The County Board and its

committees shall have the right to determine the number of employees and job classifications in each department covered by this agreement. The County Board and its committees shall have the sole right to contract for any work it chooses, direct the employees to perform such work wherever located in its jurisdiction. The County shall have the exclusive right to make changes in the details of employment of the various employees from time to time as it deems necessary for the efficient operation of the departments and the Association and members agree to cooperate with the board and/or its representatives in all respects to promote the efficient operation of the County departments covered by this agreement.

ARTICLE VI

Pay Period

All employees shall be paid at the end of their working pay period, on a bi-weekly basis with a one week lag and shall have their payroll check deposited directly into their desired bank account. Each employee shall be provided with a statement of gross earnings and an itemized statement of deductions made for any purposes.

ARTICLE VII

Bonds and Premiums

The Employer shall pay any required bond premiums. If a dispute arises over an employee's eligibility for coverage, the parties shall meet to resolve the dispute.

ARTICLE VIII

Physical Examinations

Physical, mental or other examinations required by the Employer shall be requested, taking into consideration an employee's statutory rights and just cause. The Employer shall pay for all exams and costs. Examinations are not to exceed one per year, unless the employee suffered a serious illness or injury during the year. All examinations shall be during working hours, and the employee shall receive compensation for all hours spent during the examination, including travel time to and from the examination site and including expenses. The Employer reserves the right to select the examiner or medical doctor. If the Association believes an injustice has been done to an employee, the Association may have the employee reexamined by an examiner or medical doctor of the employee's choice, at the expense of the employee. The Employer shall not question an employee who requests a second opinion, shall treat all employees on a fair and equitable basis, and will not act in an arbitrary or capricious manner.

ARTICLE IX

Leave of Absence

Unpaid leaves of absence may be allowed subject to approval by the Department Head and the County Administrator. Unpaid leaves shall not be approved until or unless all applicable paid benefit time has been exhausted.

Any employee desiring a leave of absence shall submit a written request for the leave to the Department Head and the County Administrator.

Employees shall not engage in gainful employment during a leave of absence unless specifically authorized by the employer.

The employee shall make suitable arrangements for the continuation of health and other insurances before the leave may be approved.

During the leave of absence, employees shall not be entitled to accrue paid leave time including vacation, sick leave or holidays.

Granting of leave of absences shall be allowed only in cases where extenuating circumstances, such as emergencies or unusual conditions exist for which the employee does not have other accrued benefits available which could be used.

ARTICLE X

Safety Equipment

No employee shall be required to drive a patrol car which does not comply with all state and county vehicle equipment laws.

ARTICLE XI

Worker's Compensation Reimbursement

For absences compensable pursuant to the Worker's Compensation laws of the State of Wisconsin for the period the employee is under temporary total disability employees shall be entitled to receive their full pay for a period of up to a full year.

- A. Employees who claim compensation for absence due to injury shall be allowed compensation due them in keeping with the terms of the Worker's Compensation policy, and this absence shall not affect sick leave accumulation or benefits. Days of absence for which the employee does not receive worker's compensation benefits shall be deducted from the employee's accumulated sick leave.

- B. An employee injured while on duty is protected by the Worker's Compensation policy. The employee shall have the choice of one of the following methods of payment while on compensation beyond the first year:
1. An employee off due to injury or illness attributable to the job and therefore eligible for benefits under Worker's Compensation, shall receive his/her Worker's Compensation benefits only; or
 2. The employee shall receive said Worker's Compensation check and upon request shall be issued a supplemental check of an amount totaling the employee's normal full wages. This supplemental payment shall be charged against the employee's accumulated sick leave and shall be paid only to the extent of eligible sick leave.
 3. Employees may stay on Worker's Compensation beyond the first year for up to the total amount of accumulated sick leave.

ARTICLE XII

Loss Or Damage

If, while in the performance of his/her duties, an employee damages, destroys or loses any personal property, the Employer will pay the total cost of such replacement or repair, provided that such damage, destruction or loss was not caused by negligence of the employee.

In order for property to be covered under this subsection, the employee must provide a list of personal property to the Sheriff or Chief Deputy for their prior review and authorization of the use of the personal property.

The Sheriff or designee shall respond, in writing, within ten (10) calendar days whether the list is accepted or rejected. If there is no response within ten (10) calendar days, the list shall be deemed acceptable.

ARTICLE XIII

Employment Status

- A. A regular employee is hereby defined as a person hired by the County Board or its appropriate committee, to fill a permanent position.
- B. Any employee other than a regular employee will not accrue any rights under this contact.

ARTICLE XIV

Probationary Period

- A. All new employees shall be employed on a one (1) year probationary period or for such extended periods of time as may be needed to complete any State of Wisconsin required introductory law enforcement minimum standards training sessions. Time spent during the initial one (1) year period attending the same minimum standards training sessions shall extend the probationary period by an equivalent time.
- B. During the one (1) year period of employment actually spent under the supervision of the Sheriff, the Sheriff with the consent and approval of the Personnel Committee, shall have the sole power to retain or dismiss the employee for which the employee shall not have the right of recourse through the grievance procedure.
- C. If the employee is employed for one (1) year under the supervision of the Sheriff and is required to thereafter complete a portion of minimum standards training session, the employee shall be considered to be a regular employee and can only be discharged without a showing of just cause if he/she receives a failing grade from the minimum standards training course, in which event his/her employment will be automatically terminated.
- D. Probationary employees shall enjoy all provisions of the grievance procedure, with the exception of the grievance procedure and arbitration over dismissal. The probationary period for new hires will be one (1) year. The Employer may extend the probation up to an additional one (1) year with the consent of the affected employee and the Association. Probation can only be extended for just cause, and the Employer will conduct quarterly written evaluations of deputies on both probation and extended probation, if any, to give the probationary employee opportunity to improve job performance. Employees will receive full benefits after the first six (6) months of employment. Employees will be eligible for health insurance benefits after one full calendar month of employment.

ARTICLE XV

Seniority

- A. The seniority of each regular employee shall begin with the employee's starting date of employment as a full-time employee, provided, however, that no time prior to discharge or quit shall be included. The employee's earned seniority shall not be diminished by temporary layoff or authorized leaves of absence or any other contingency beyond the control of either party to this agreement causing absence

from employment.

- B. The Employer shall annually, but not later than February 1st, post in each department a seniority list, and if not challenged within thirty (30) days, shall be deemed accurate. This list shall be furnished to the Association business agent as of the first date of posting.
- C. The seniority of an employee shall terminate when:
 - 1. The employee voluntarily quits his/her job;
 - 2. The employee is discharged;
 - 3. The employee is laid off and not re-employed within two (2) years after the layoff;
 - 4. The employee fails to return to work at the termination of a leave of absence or extension thereof;
 - 5. The employee shall be considered a voluntary quit and removed from the payroll if absent from duty three days without notification to his/her supervisor as to the reason(s) for absence. This provision may be waived by the Employer in the case of a bona fide emergency where notification was not possible.

ARTICLE XVI
Promotions, Job Postings, Work Assignments,
Layoffs & Recall, Reclassifications,
Salary Step Placement and Demotions

Promotions:

- A. Whenever a vacancy or a new job is created, it shall be posted on the bulletin board for a period of ten (10) calendar days. Each employee interested in applying for the job shall endorse his/her name on such notice in the space provided. Entry level probationary employees are not allowed to post. Promotions of employees shall be as follows: All interested employees shall take a written test and oral interview. The test given will be consistent with the requirements of the job and all questions will be job related. The three employees with the highest test grades shall be considered for the promotion. The written test and oral interview will each consist from 0 to 25 points.

B. The three employees to be considered for promotion shall be the three highest scoring applicants as provided in Section A herein. In addition to the test score, employees shall receive additional points as follows:

1. Applicants must attain a test score of 70% to be in consideration of promotion and to continue in the promotion process. The test shall be applicable to the available position/promotion, and shall be a test administered by the State of Wisconsin testing service or an appropriate test developed by the Sheriff's Department in the event a test is not available from the State of Wisconsin. The Sheriff's Department shall maintain the security of such tests.
2. There shall be an oral interview applicable to the promotion/position. The oral interview board shall consist of three (3) law enforcement agency supervisors, preferably from outside of the Bayfield County Sheriff's Department.
3. The Sheriff's evaluation shall be worth a maximum of 25 points.
4. Seniority shall be worth a maximum of 25 points for the most senior of the three applicants, 20 points for the next senior applicant, and 15 points for the final applicant. In the event an applicant has less than two years of services, he/she shall receive no points.

C. The employee receiving the most total points shall be given the position. The Employer shall fill the position within ninety (90) calendar days of the date of the initial posting. The promoted employee shall serve a probationary period of three months duration on the new job.

During the probationary period, the Sheriff or designee shall evaluate the promoted employee at 30 days and at 60 days, and provide the promoted employee a written copy of each evaluation. At 90 days, the Sheriff or designee shall inform the promoted employee, in writing, whether the promoted employee successfully passed the 90 days of probation for the promotion, and whether the promotion is permanent. During the 90 day period of probation for any promotion, the promoted employee can revert back to his/her former position without reprisal and with no loss of any bargaining unit benefit.

D. Each step of the procedure contained herein shall be confidential and the results of the employee's point standing shall not be made available until the entire procedure has been completed.

- E. The written numerical evaluation of the Sheriff's evaluation committee shall be made available on request to each individual applicant after the results of the procedure contained herein are completed.
- F. The employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out.
- G. When the chief deputy position becomes vacant or a new supervisory position is created outside of the bargaining unit, the Employer shall, insofar as possible, promote a non-supervisory employee to the supervisory position. The positions shall be posted pursuant to the job posting article, and the interested applicants shall submit their applications in writing. The County reserves the right to solicit for non-county applicants. All applicants shall be interviewed by the Sheriff and the Personnel Committee and any other committee the Employer deems desirable. The Employer may require written examinations. The Employer shall evaluate the applicant's qualifications, and no consideration need be given to seniority. The Employer is the sole judge in selecting an applicant to fill the supervisory position.
- H. All grievances in connection with the filling of a non-supervisory job vacancy or new position shall be referred to the proper step of the grievance procedure of this agreement.
- I. The provisions of this article, except Section E, are, however, subject to the rights of the employees set forth in other articles contained in this agreement.
- J. Employees who are promoted to a higher paying position shall be placed at the lowest step at that position which does not result in a loss of pay and shall advance to the next step after the required additional months of service.

Layoffs and Recalls:

Whenever it becomes necessary to lay off employees, employees shall be laid off in the inverse order of their length of service. No regular employee shall be laid off while the Sheriff employs probationary or emergency replacement non-bargaining unit employees. The principle of unit seniority shall apply in the event of a layoff and in recalling employees so laid off.

- A. Employees who are laid off shall be responsible to provide their current address to the Bayfield County Clerk. They shall further be responsible to notify the Bayfield County Clerk if they are to be temporarily absent from that address, and where a notice of recall may be sent.

- B. In the event of a recall, the County will write a letter and send the same by registered mail within ten (10) day return receipt, to the three most senior employees, notifying them of the recall and listing their order of seniority. The most senior of the employees shall report to work within ten (10) days following the receipt of the notice to report. If the most senior employee does not report for work or is unqualified to perform the work subject to recall, then the notified employees by seniority shall be recalled. Any employee who is recalled to work from a layoff status must be able to perform the work.
- C. In the event that an employee who is notified to return to work does not do so, or in the event that a registered letter is returned undeliverable and there is no reason given, the County justifying the failure to have the letter delivered, that employee shall have his/her employment and seniority terminated with the County.
- D. At the discretion of the Sheriff, an employee may be assigned to work in a lower classification. The period of assignment, except by mutual agreement, shall not exceed 30 days and the employee's rate of pay shall remain at his/her higher classification.
- E. Employees who are laid off shall be subject to recall for a period of two (2) years from the date of the layoff unless they have forfeited their rights of recall as set forth in this agreement and article.

ARTICLE XVII

No Strike

No Strike: The Employer and the Association agree that during the term of this agreement they will not engage in, encourage, sanction, or support any strike, slowdown, mass resignation or mass absenteeism which would involve suspension or interference with the normal work of the department or other County departments. Any employee participating in these prohibited activities may be discharged or otherwise disciplined by the Employer.

ARTICLE XVIII

Separability and Savings Clause

If any article or section of this contract or if any riders thereto should be held invalid by operation of law or of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of the riders thereto, or the application of such article or sections to persons or circumstances other than those as

to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected.

In the event that any article or section is held invalid or enforcement of compliance with which has been restrained, as set forth above, the parties affected shall enter into immediate collective bargaining negotiations upon the request of the Association for the purpose of arriving at a mutually satisfactory replacement pertaining to the same subject matter for such article or section during a period of invalidity or restraint. All other provisions of this agreement shall remain in full force and effect during the duration of this agreement.

ARTICLE XIX

Vacations

- A. Full-time employees shall receive vacation in accordance with the following schedule:

After one (1) year:	40 hours
After two (2) years:	80 hours
After six (6) years:	120 hours
After fifteen (15) years:	160 hours
After seventeen (17) years:	170 hours
After eighteen (18) years:	180 hours
After twenty-two (22) years:	200 hours

B. **Vacation Selection.**

1. Vacation hours will be selected by each employee by seniority.
2. Two-thirds (67%) of each employee's accumulated vacation hours may be selected by the employee by April 1st of each calendar year. The balance of accumulated vacation hours may be selected by September 1st of each calendar year.
3. Vacation hours not selected by April 1st become available on a "first come, first served" basis without regard to seniority. These hours will be subject to department scheduling practices and time off policies.
4. Any balance of vacation hours earned and available to an employee may be selected by the employee by September 1st of each calendar year, but the

employee may inform the County in writing by September 1 of the calendar year that he/she wishes to be paid for unused vacation hours. Payment for unused vacation hours is at the employee's regular, straight time rate. Employees may carryover vacation from one (1) year to the next in accordance with the following schedule and subject to the following conditions:

Length of Work Shift

Maximum Carryover

10 hours

30 hours

8 hours

24 hours

7½ hours

22½ hours

Carryover vacation hours must be used by April 1st or within ninety (90) days of the employee's anniversary date, depending upon which vacation accrual system applies to that employee. Carryover vacation time not used by that date shall be lost. Scheduling of carryover vacation hours shall be subject to the approval of the Sheriff, or designee.

C. Vacation Selection Criteria.

1. No more than two employees holding the rank of sergeant/investigator or above such rank shall be scheduled for vacation simultaneously.
2. No more than two department road officers shall be scheduled on vacation simultaneously, and a third officer may be scheduled on vacation at same time at the discretion of the Sheriff.
3. Vacation selection for the employees classified as Investigator, Lieutenant, or Court Officer, shall be regulated and consistent with the department's time off policy.

- D. An employee separated from County employment shall receive his/her prorated vacation, provided he/she has worked his/her first full year with the Employer.
- E. Should the requested vacation time interfere with the operation, the Employer and the employee will arrange vacation nearest to the desired time expressed by the employee that will not interfere with the operation of the department.
- F. Employees hired after 12/31/90 shall earn but not receive vacation benefits described in Section A until they have completed the required year(s) of employment according to their hiring anniversary date.

Employees hired prior to 12/31/90 shall receive vacation benefits during the year earned.

ARTICLE XX

Insurance Benefits

The employer shall pay eighty four (84%) of the single, single plus one and family plan premiums. Employees are eligible for a 5% premium incentive if the employee meets the employee wellness plan requirements on an annual basis.

- 1) In order to be eligible for the County's monthly contribution toward insurance premiums, the employee must work or be on paid leave for at least ten (10) work days that month except as otherwise provided by law.
- A. Employees will be eligible for health insurance benefits after one full calendar month of employment.
 - B. The Employer agrees to furnish new employees written information concerning insurance coverage and when applications for participation must be submitted. The Employer shall also furnish the employees with application forms.
 - C. The Employer and the employee shall pay their respective contributions to the Wisconsin Group Life Insurance Plan as established by the State of Wisconsin, unless a waiver is signed by the employee.
 - D. The employees shall have the right to participate in a term life insurance program of the Wisconsin Retirement Fund to double the policy limits at the employee's expense. The employees shall indemnify the Employer from any future costs in the event the law is changed which requires the Employer's contribution for this coverage.
 - E. The County shall contribute the required Employer's contribution to the Wisconsin Retirement Fund Income Continuation Insurance Plan on the condition that the Association shall hold the County harmless from future increases mandating County contributions.
 - F. The County shall continue to provide a Section 125 Plan. The administrative fees for the plan shall be paid by the County.

ARTICLE XXI
Longevity Pay

Employees have the benefit of a longevity pay program. Longevity payments of one dollar (\$1) per full month of service to all employees who have completed thirty-six (36) months of service for the County on December 1 of any year will be paid on the payday closest to December 1st.

ARTICLE XXII
Wisconsin Retirement Fund

- A. Bayfield County shall continue to participate in the present retirement program for all employees who meet the basic requirements for these benefits, and shall continue to make the required contributions at no cost to the employees. Any employee hired into the bargaining unit on or after July 1, 2011 shall be required to pay the employee share of required contributions.
- B. Bayfield County shall make available to all employees an opportunity to participate in the PEBSCO Plan, a tax deferred payroll savings plan administered by the Wisconsin Retirement Fund. Employees who elect to participate may not change their elected payroll deduction amount, except at the two agreed-upon enrollment periods.

ARTICLE XXIII
Holidays

Regular employees shall be paid their regular work shift pay at the straight time hourly rate for the following 12 holidays or days celebrated as such and when not worked:

New Year's Eve Day	Labor Day
New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Spring Holiday (Friday before Easter)	Day After Thanksgiving
Fourth of July	Christmas Eve Day
Presidents' Day	Christmas Day

Employees who are regularly scheduled to work 10-hour shifts shall be credited with sixty (60) hours of holiday time compensatory time on January 1st and sixty (60) hours of holiday time compensatory time on July 1st.

All other employees shall be credited forty-eight (48) hours of holiday time compensatory time on January 1st and forty-eight (48) hours of holiday time compensatory time on July 1st.

Employees who perform the majority of their regular work shift on a contractually recognized holiday shall be paid at a rate of one and one-half (1½) times their regular hourly rate of pay, in addition to the compensatory time provided for the holiday.

Paid holiday comp time must be earned. If an employee leaves employment before earning the leave time, this will be deducted from the credited hours or must be paid back to the county if no credited hours are available.

ARTICLE XXIV

Weekly Hours, Overtime Rates and Use of Squad Cars

A. The standard hours of work and work cycles for employees are defined as follows:

<u>Position</u>	<u>No. of Hours Day **</u>	<u>Days Of the Week</u>	<u>Hours Worked</u>	<u>Per Work Cycle</u>
1) Courthouse Security Officer*	7½	Monday- Friday	8 am to 4 pm <i>(Includes ½ Hour Unpaid Lunch)</i>	5-2/5-2
2) Deputy II	10	Per Schedule	7 am to 5 pm 5 pm to 3 am	4-4/4-3
3) Patrol Corporal	10	Per Schedule	7 am to 5 pm 5 pm to 3 am	4-4/4-3
4) Lieutenant Investigator*	7½	Monday- Friday	8 am - 3:30 pm	5-2/5-2
10) Investigator*	7½		To be determined by Sheriff or Designee	6-2/4-2
11) Lieutenant*	7½		To be determined by Sheriff	
12) Recreation Officer	10	Per Schedule	To be determined by Sheriff or Designee	

Deputies will cover up to 10 shifts per month from 3:00am to 7:00am.

*The Sheriff, on an as needed case by case basis, has the flexibility to modify the work schedule of the Investigators, Lieutenant, Patrol Sergeant, or Court Officer with a twenty-four (24) hour notice. If the notice is less than twenty-four (24) hours, call time provisions of the Agreement are in effect. Upon completion of any assignment designated by the Sheriff to require a modification in work hours or work days, the employees assigned shall return to the schedule denoted above.

The regular schedule for patrol sergeants shall be as follows:

- a) Patrol Sergeants will be required to work a 5:00 p.m. to 3:00 a.m. shift on Friday and Saturday and a 12:00 noon to 10:00 p.m. shift on Sunday. This will be scheduled on a rotating basis by the Patrol Sergeants.
- b) On the weekend following a weekend worked under 1(a) above, a Patrol Sergeant will not be required to work after 5:00 p.m. on Friday nor Saturday or Sunday.
- c) Patrol Sergeants requesting time off on a weekend they are scheduled to work must notify the Sheriff or Chief Deputy prior to consideration for an authorized replacement to cover their work shift at no overtime cost unless approved by the Sheriff or Chief Deputy.

- B. Up to four (4) least senior Deputies shall work a schedule based on a rotational monthly basis:

The parties agree that the Deputy schedule shall be posted by the 15th of the preceding month.

Deputies shall not be required to work sixteen (16) consecutive hours unless there is a bona fide emergency.

While on the "flex schedule," the employee shall have at least one (1) week-end off during the flex month. A week-end shall be defined as beginning on or before 11:00 p.m. on Friday and ending not before 7:00 a.m. on Monday. The parties agree that while on the "flex schedule," the employee can not perform work more than six (6) consecutive days.

- C. The County recognizes that unusual circumstances may require a Union employee to find it necessary to request a change in his/her scheduled shift. Without obligation to the County to pay overtime, a Union employee may work for or change shifts with another Union employee performing similar duties, however, such determination of duty compatibility and approval shall rest with the Sheriff or his designated representative. Such shift trades must be traded back within thirty (30) calendar days. Probationary employees cannot trade shifts. Shifts will not be changed for the purpose of avoiding the payment of overtime to officers whose shifts are changed. At least three (3) days written notice will be required for such shift changes unless mutually agreed otherwise.
- D. Mandatory overtime is filled by reverse seniority beginning with the least senior full-time department employee available and qualified for such duty at such time as one of the following conditions exist: circumstances arise in which the department faces a need for exceptional officer response requiring several or all department employees to respond. If management has exhausted departmental personnel resources to fill the schedule or special assignment requirements, all bargaining unit members must work before the cycle renews itself. Effective January 1, 1999, the Sheriff or designee, shall post a seniority roster by classification.
- E. Overtime will be computed and paid in six (6) minute increments, and can be taken in monetary compensation or be banked as time coming, at the rate of time and one-half (1½).
- F. The Employer will provide for the utilization of full-time road officers as much as possible in the department's scheduling practices.
- G. The Employer agrees that full-time bargaining unit members will be offered additional duty time before part-time officers are utilized, except for ten (10) shifts per month.
 - 1. In cases of conflicts, seniority prevails if two or more bargaining unit members want to work the same overtime shift offered.
 - 2. From the 1st day through the 12th day of each month, all department full-time bargaining unit members shall request days off for the upcoming month, except for "flex schedule" employees. "Flex schedule" employees may request days off before the end of their first normal work day following the 15th (schedule posting date), but no later than the 17th day each month. Should scheduling conflicts arise based on "flex schedule" employee requests, such matters will be handled on a seniority basis amongst the "flex schedule" employees.

3. From the 18th day through the 25th day of each month additional duty time available is selected by full-time employees. Seniority shall prevail in the selection process.
 4. It shall be the responsibility of the employee, if he/she so desires, to select extra shifts from available postings of extra shifts.
 5. From the 25th day through the last day of each month the upcoming month's schedule will be filled by management without regard to seniority or other employment status. In cases of mandatory overtime, reverse seniority shall apply.
- H. Short notice time off is defined as any scheduling circumstance that does not fall within the guidelines noted in G above. It is the individual employee's responsibility to obtain a replacement for his/her duty shift when such employee wishes to take time off on short notice. Replacement employee(s) must be qualified to perform the duties of the vacated shift or assignment, and such qualifications will be determined by management. The Employer will provide the Association with an approved list of full-time and part-time employees who are deemed qualified to perform such duties. Employees already scheduled to work are not allowed to trade or "bump" shifts in replacing an employee off on short notice. The Sheriff or his designee, and the dispatch center, shall be notified by the employee being replaced, of all short notice replacements.
- I. The Employer shall maintain each employee's amount of compensatory time earned and used. The compensatory bank for each employee shall include all hours accumulated and owed to the employee for: holidays, overtime, or other additional duty time. Each employee in the bargaining unit will be provided a quarterly accounting of compensatory time earned or used, by the Employer. The compensatory time bank accumulation shall not exceed 100 rolling hours, including holidays, overtime, or other compensatory time accumulation. Accumulated compensatory hours in excess of 100 rolling hours shall be paid in the payroll period in which they are earned and normally would be paid. Payment is made at the employee's regular hourly rate of compensation. (Example: 1 hr. X 1½ = 1.5 hours paid at straight time rate.) Bargaining unit members may request that accumulated compensatory hours, or portions thereof, be paid in a lump sum payment. The employee must request such payment at least ten (10) days prior to the pay period on which payment is requested. The parties mutually agree, on a January 1st to December 31st annual basis, that the first forty thirty two (32) of compensatory time off taken by a regular full-time employee, not to include short notice compensatory time off, if the vacancy is to be filled, it shall first be offered to

qualified and available regular full-time members of the collective bargaining unit. After regular full-time employees have utilized thirty two (32) hours of compensatory time, any compensatory time off taken by a regular full-time employee, the Employer may use part-time employees to fill vacancies created.

- J. Employees called to work other than during scheduled time shall be granted two (2) hours of pay at time and one-half (1½) or time and one-half (1½) for actual hours worked, whichever is greater, except in the event that an officer is called out less than one (1) hour prior to the start of his/her regular shift, then he/she shall be paid time and one-half (1½) for actual hours worked.
- K. If an employee is scheduled for an overtime shift, the employer may cancel the shift without payment if the affected employee is notified at least eight (8) hours in advance. If notified less than eight (8) hours in advance the affected employee will be compensated for two hours pay at time and one half. If the employee reports for work that employee will be compensated at time and one half for two hours or time and one half for hours worked whichever is greater. (This clause does not apply to special teams operations or other special details.)
- L. There shall be ten (10) minute rest period in the forenoon and once in the afternoon.
- M. The employer may use non-bargaining unit employees to fill ten (10) shifts per month at their discretion. In addition, the employer may use non-bargaining unit employees to fill vacant shifts caused by absences due to the use of funeral leave or by absences occurring after use of three (3) consecutive days of sick leave, or to cover a vacancy created due to an employees short notice sick call-in the day before or the day after a scheduled vacation, without first offering the work to bargaining unit employees.
- N. Regular employees will be compensated at one and one-half (1½) times pay for hours worked in addition to a scheduled work day. Regular employees will be compensated at a rate of one and one-half (1½) time pay for any hours over eighty-six (86) in a fourteen (14) day work period and ninety-two (92) in a fifteen (15) day work period. The County has administratively declared the work periods for Sheriff's Department personnel as fourteen (14) or fifteen (15) days dependent upon their work cycle. Employees who work a 5/2, 5/2 cycle are on a fourteen (14) day work period. Employees who are on a 4/3, 4/4 cycle or a 5/2, 5/3 cycle, or a flex schedule are on a fifteen (15) day work period.

ARTICLE XXV

Sick Leave

- A. "Credit accumulates at the rate of one (1) day for each month of employment to a total of one hundred twenty (120) days. Following the use of such sick leave, it may re-accumulate at the above-mentioned rate. Probationary employees are not entitled to use sick leave. Full-time employees hired on or after January 1, 1997, shall earn eight (8) hours of sick leave for each month of employment, accumulative to a total of 960 hours. All employees whose regular shift is seven and one-half (7.5) consecutive hours shall accumulate these hours for sick time accrual as an eight (8) hour shift.
- B. While an employee is on sick leave, the accrual of sick leave and vacation leave benefits shall continue during the period of convalescence.
- C. If an employee is off sick for three consecutive days or more, a doctor's statement concerning the nature of the illness may be required. The Employer may have a representative investigate and verify any claimed illness.
- D. Employees shall be paid for sick leave days taken at their regular monthly rate of pay, but not in addition to their monthly salary. A day of sick leave shall be considered a work shift.
- E. An employee may be required to present evidence satisfactory to the Employer of inability to work due to illness or accident.
- F. Upon retirement at an age when eligible for WRS benefits, employees who separate from service with at least ten (10) years of service shall receive pay for seventy (70%) of his/her accumulated unused sick leave up to a maximum of 672 hours in a lump sum monetary payment. Retirees may remain in the County's group health insurance plan and may have the option of converting accumulated sick pay post tax towards health insurance until the employee is eligible for Medicare at age 65. Retirees will be rated at the same group rate as for active employees.
- H. Except as otherwise provided by state or federal law, sick leave may be only used for the illness or injury of the employee, the employee's spouse, parents and minor children, including medical and dental appointments.

ARTICLE XXVI

Commiseration Leave

- A. In the event of a death in the immediate family of an employee, such employee shall be granted a leave of absence with pay for a period of up to three (3) days.

Members of the immediate family shall include wife, husband, children, foster children, step-grandchildren, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandmother, grandfather, registered domestic partner, and grandchildren. The Employer shall not unreasonably deny a requested commiseration leave. The employee must attend the funeral.

- B. When an employee is requested to serve as a pallbearer at a funeral, he/she may be granted time off with pay for a period not to exceed one (1) day.
- C. Probationary employees may be granted the time off as provided by Section A and B, but such time shall be without pay.
- D. An employee shall only be eligible for commiseration leave if the funeral occurs on a scheduled work day.

ARTICLE XXVII

School

When an employee is assigned by the Sheriff, or designee, to attend training, the employee shall be compensated for travel time and for actual hours of training as credited by the training vendor, excluding lunch time. Travel time shall be calculated from the Sheriff's Department or from the employee's residence to the training site, whichever is shorter. Compensation shall be at the employee's straight time wage rate, except for hours above the FLSA threshold which shall be compensated at time and one-half.

ARTICLE XXVIII

Court Duty

An employee scheduled to appear in court on work related business during his/her scheduled day off shall be granted two hours of pay at time and one-half (1½) or time and one-half (1½) for actual hours worked, whichever is greater.

Employees will be paid a minimum court appearance fee for court cancellation if the cancellation is not made before 6:00 p.m. on the day prior to the scheduled court appearance. In case of a court appearance on the first day court is in session, (i.e. Monday, unless a holiday should be on Monday) the notice of cancellation shall be on the last day of the work week prior to the court appearance, no later than 6:00 p.m. on normally scheduled court session days.

All compensation provided by this article shall, at the employee's option, be taken as additional pay or as compensatory time off.

ARTICLE XXIX
Working in a Higher Classification

Whenever an employee is directed by the Sheriff or the Chief Deputy to work temporarily at one rank higher, he/she shall be compensated for each hour while working in that capacity and be paid at the next higher rank which exceeds his/her present hourly pay. To qualify for this increase, the employee must work in a higher rank for a period exceeding three (3) consecutive working days. This provision will apply only to the position of Acting Sergeant by a deputy.

ARTICLE XXX
Miscellaneous Provisions

- A. Employees shall be allowed the use of the bulletin boards for posting Association notices of a routine nature.
- B. Any employee who is required to serve on jury duty shall be paid the difference between the jury duty pay and the employee's full salary, excluding any overtime, for that period of time required to serve as a juror.
- C. Employees terminating their employment shall give a two (2) week notice of their intent to terminate. Failure to do so may result in the loss of up to two (2) weeks of the employee's earned vacation credits. The Employer shall give an employee two (2) weeks' notice in the event of termination of his/her employment, or two (2) weeks' pay in lieu thereof, except for discharge of an employee, in which case no notice is required.
- D. Employees shall receive the going IRS rate per mile as mileage compensation.
- E. The education and training program and policies of the Sheriff's Department shall be continued.

ARTICLE XXXI
Clothing

- A. **Allotment:** Each Patrol Deputy, Patrol Sergeant and Lieutenant shall receive an annual clothing and service shoe allotment of \$425 through a quartermaster purchase system. The allotment shall increase to \$500 effective January 1, 2011.

Members of the Bayfield County Emergency Response Team (ERT) shall receive an

additional annual uniform/equipment allowance of \$100 in 2010, increasing to \$200 effective January 1, 2011. Purchases shall be made through the quartermaster system.

Refer to Appendix (B) for the Sheriff's Department supply list.

- B. **Carryover:** Up to \$200 may be carried over. The maximum available balance for those at the \$425 allotment level will be \$625.
- B. **County Purchase:** All uniform, shoe and boot supply shall be purchased by the county and be the property of the county. County funds may be used for Bayfield County Sheriff's Department Uniform Supplies. The vendors shall be selected by the Sheriff, or designee, through the assistance of two collective bargaining unit members, one being a sworn officer and one being a jailer. The final decision shall be made by the Sheriff.
- C. **Replacement:** The County will replace required uniform items suffering damage in the line of duty, at County expense apart from the allotment. This shall also include prescription eyeglasses. All claims for replacement must be made on the date of the damage occurred, if it is reasonable to do so.
- D. **New Hires:** For the first year of employment, the County will provide uniforms for newly hired employees pursuant to County policy. Employees hired after January 1st of any calendar year will receive a prorated uniform allotment on their one (1) year anniversary date. The uniform allowance will be prorated from the employee's date of hire to December 31st of the year of hire. Thereafter, the employee shall receive the annual clothing allotment.
- E. **Investigator:** Investigators shall receive a \$500 allotment annually. The annual allotment shall be made as a lump sum payment to the employee on the payday closest to the first day of each calendar year.

ARTICLE XXXII

Wages

See Appendix A for Compensation Schedules, which apply to members of this bargaining unit.

ARTICLE XXXII

Expiration Date and Negotiations

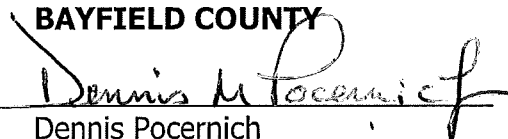
- A. This agreement shall be effective from the 1st of January, 2017, and shall continue

in full force and effect up to and including the 31st day of December, 2017, and shall automatically renew itself thereafter until and unless either party, gives notice to the other party, on or before September 1st, in writing, to open negotiations for the forthcoming year. Such notice shall be transmitted through the U.S. mails. Within a period of thirty (30) days from October 1st, the parties shall mutually agree to the date of their first meeting. Meetings shall regularly be scheduled in an attempt to settle the agreement. If by December 15, 2017, the parties have failed to reach a settlement, they shall determine if they shall continue their own efforts to attempt to obtain a settlement or if their dispute should be submitted to the Wisconsin Relations Commission for mediation-arbitration, pursuant to Wisconsin Statute §111.77.

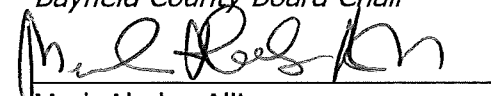
- B. If the parties mutually agree to retroactively pay for fringe benefits and wages, the employees shall receive this payment within thirty (30) days following the mutual signing and exchange of the negotiated and approved contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals by their duly authorized representatives this 23 day of March, 2017.

BAYFIELD COUNTY


Dennis Pocernich

Bayfield County Board Chair


Mark Abeles-Allison,

Bayfield County Administrator

**BAYFIELD COUNTY DEPUTY
SHERIFFS LOCAL ASSOCIATION**


Michael Kastern

WPPA/LEER Union President


Rich Burghaus

WPPA/LEER Representative

APPENDIX A - HOURLY WAGE SCHEDULE

Effective January 1, 2017, 1.25% wage increase

HOURLY WAGES	HIRE RATE	12 MONTH	24 MONTH	48 MONTH
Lieutenant Investigator	24.26	25.20	26.68	27.73
Patrol Lieutenant	24.26	25.20	26.68	27.73
Investigator	23.11	24.03	25.42	26.45
Patrol Sgt.	23.81	24.73	26.19	27.26
Recreation Officer	23.11	24.03	25.42	26.45
Courthouse Security	23.11	24.03	25.42	26.45
Deputy II	22.00	22.86	24.23	25.19

Effective July 1, 2017, 1% wage increase

HOURLY WAGES	HIRE RATE	12 MONTH	24 MONTH	48 MONTH
Lieutenant Investigator	24.50	25.45	26.95	28.01
Patrol Lieutenant	24.50	25.45	26.95	28.01
Investigator	23.34	24.27	25.68	26.74
Patrol Sgt.	24.05	24.97	26.46	27.53
Recreation Officer	23.34	24.27	25.68	26.71
Courthouse Security	23.34	24.27	25.68	26.71
Deputy II	22.22	23.09	24.47	25.44

Effective January 1, 2007 the parties have agreed to eliminate the shift differential pay and incorporate that into wages.

APPENDIX B – UNIFORM SUPPLY LIST

Required uniform items: **Initial Issue**

The following items are issued to new employees hired as either sworn officers or jailers. The employer will purchase clothing items for initial issue to sworn officers and jailers. The employee will maintain certain items with clothing allotment.

Other unique attire or gear not identified on this list may be approved for purchase through the uniform allotment on a case-by-case basis. Approval may be granted by the Sheriff or Chief Deputy.

SWORN OFFICER

Clothing Items:

These items are initially issued to new employees by the employer. The items are to be maintained by the employee after initial issue. The annual uniform allotment may be used to purchase these specific items.

- ✓ 2 Short sleeve shirts*
- ✓ 2 Long sleeve shirts*
- ✓ 2 pairs of uniform trousers*
- ✓ 2 neck ties*
- ✓ 1 winter jacket
- ✓ 1 dress hat with badge and rain cover
- ✓ 1 set of collar brass
- ✓ 2 name tags
- ✓ 1 brass tie tack
- ✓ 1 pair of black dress shoes
- ✓ 1 pair of leather or nylon duty gloves
- ✓ 1 rain coat
- ✓ 1 light jacket
- ✓ 1 pair of cold weather boots (vendor to include Bates, Rockies, or 5-11)

* Sworn Officers will be required to maintain an inventory of 3 long sleeved shirts, 3 short sleeved shirts, 3 neck ties, and 3 pair of trousers once they receive their first clothing allotment.

Sworn officers may use the uniform allotment for the purchase of one (1) pair of thermal underwear and three (3) pair of wool socks annually.

Other Personal Gear and Uniform Related Items:

The following items are provided by the employer and are replaced by employer when deemed unserviceable due to normal wear.

- ✓ 1 soft body armor and carrier (as per manufacturers specifications or pursuant to National Institute of Justice standards)
- ✓ 1 duty belt; 2 ¼" black basket weave pattern
- ✓ 1 leather holster; black basket weave
- ✓ 1 duty sidearm
- ✓ 1 double magazine pouch with magazines
- ✓ 1 OC carrier with OC dispenser
- ✓ 1 expandable baton with carrier
- ✓ 1 pair of handcuffs and handcuff case
- ✓ 1 flashlight